

water proofing



Water proofing is undertaken in two main areas:

- Internal areas ... to stop water touching the walls and floors eg bathrooms
- External areas ... to stop water getting into the building eg concrete roofs and balcony floors

Internal Water Proofing



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The law is crystal clear regarding who is responsible to fix water proofing within the lot ... the lot owner!

211 Obligations of owners and occupiers

Section 211(3) The owner of a lot included in the scheme must maintain the lot in good condition.

And

Section 180 Duties of the corporate about common property
Section 180(4)(b) the owner of the lot is responsible for maintaining the tray of a shower that services the lot, whether or not the tray forms part of the lot.

Owners must be maintaining their bathrooms.

Remembering, generally water proofing has a life span of only 15-25 years. That means if a bathroom is older than 25 years it is almost certain the water proofing will be starting to fail.

Tile Grout

Not all grout is the same! There are two main types:

- Mortar based grout (sand and cement mix)
- Epoxy grout (resins with hardener)

Mortar based grout	
Advantages	Disadvantages
Cheap Easier to use for DIY	Porous Shrinks Erodes over time Poor chemical resistance
Summary Avoid using (sadly older bathrooms always used mortar based grout). Time for a renovation!	

Epoxy based grout	
Advantages	Disadvantages
Not Porous Does not shrink Does not erode over time Good chemical resistance	Slightly more costly Requires a higher skill level to use
Summary The choice is simple ... it is a far superior product!	

External Water Proofing



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The responsibility to fix water proofing on external elements changes ... the body corporate is responsible for maintenance of the water proofing.

- Section 180 Duties of the corporate about common property**
Section 180(2) To the extent that lots included in the community titles scheme are created under a building format plan of subdivision, the body corporate must—
- (a) maintain in good condition—
 - (i) railings, parapets and balustrades on, whether precisely, or for all practical purposes, the boundary of a lot and common property; and
 - (ii) doors, windows and associated fittings situated in a boundary wall separating a lot from common property; and
 - (iii) **roofing membranes** that are not common property but that provide protection for lots or common property; and
 - (b) maintain in a structurally sound condition the following elements of scheme land that are not common property—
 - (i) foundation structures;
 - (ii) **roofing structures** providing protection;
 - (iii) essential supporting framework, including load-bearing walls.

Why does the body corporate need to maintain the roof membrane on private balconies or private roof areas?

Section 180(2)(a)(iii) makes it clear that if the balcony or roofed area protects either common property or a lot ... then the body corporate is responsible to maintain the membrane. For example, often a balcony provides shelter (or a roof) to the unit below.

Tiling of balconies and roof areas

The task of replacing or repairing a membrane is very simple when the balcony or roof has **not** been tiled. The

task of replacing or repairing a membrane becomes a much more complex task when the area has been covered in tiles.

It is impossible to replace a membrane without first removing all the tiles.

Now it becomes necessary to assess of the condition of the tiles that cover the membrane. The reason this become necessary is general requirement that an owner must comply with Section 211 of the Standard Module.

211 Obligations of owners and occupiers
Section 211(3) The owner of a lot included in the scheme must maintain the lot in good condition.

This means if the tiles on an owner’s private balcony or private roof **must** be maintained by the owner.

In [Bayview Tower \[2022\] QBCCMCmr 161 \(27 April 2022\)](#) it was found:

A lot owner has an obligation to maintain their lot, including balconies. This necessarily includes maintaining floor tiling, including tiles, grout and flexible joints.

So this creates two possible scenarios and two possible outcomes:

Tiles, grout and flexible joints are in great condition, but the membrane still requires replacement	The body corporate will normally be responsible to remove the tiles, replace the membrane and re-tile the area
Tiles, grout and flexible joints are in poor condition and the membrane needs replacement	The owner will be responsible to remove and replace the tiles. The body corporate will be responsible for the membrane costs

Tile Bedding and Membranes

Not all bedding and membranes are the same! There are two main types:

- Single System (water membrane to base + bedding sand over the top + tiles)
- Double System (water membrane to base + structural bedding (not bedding sand) + 2nd water membrane over structural bedding + tiles)

The Building Code of Australia requires the Double System ... but some people will try “short cut” and use the Single System because it is cheaper and faster.

More Adjudicators Decisions

[Amelia Place \[2010\] QBCCMCmr 522 \(23 November 2010\)](#) it was found the body corporate pays for the membrane, and the owner pays for the tiles:

Individual owners of units are responsible for the maintenance of their own floor coverings. However, when a single building contains units on multiple levels, all owners contribute to the costs of maintaining that building in a waterproof and structurally sound condition. It is simply an unfortunate fact of life that waterproofing membranes typically do not last as long as tiles. A body corporate therefore has to pay for the retiling of balconies whenever it destroys the tiles to replace a membrane, subject to any apportionment due to poor condition of the tiles or an agreement by the owner to contribute to the costs of updating the tiles.

In the circumstances of the present dispute, I am satisfied that Mr Cawthorne should pay the entire costs of retiling his balcony due to evidence the tiles on his balcony were in poor condition even prior to their removal by the body corporate in February or March 2000. However, the body corporate should pay for the new waterproofing membrane and also for the mortar bed that facilitates drainage of water from the balcony.

[El Castillo \[2012\] QBCCMCmr 365 \(10 August 2012\)](#) it was found the body corporate pays for the membrane and the tiles, due to the lack of evidence about the tiles condition:

[31] Certainly the few cracked tiles have now been replaced to the Applicants' advantage, and the few fallen tiles will have been corrected in the new tile laying. The whole area no doubt looks much smarter than it did before. However, in the light of there being no evidence brought by the body corporate, on whom the duty to repair the membrane lies, that the tiles had reached the end of their useful life, I am of the view that the damage to the Applicants' tiles must be paid for by the body corporate, and that the Applicants have obtained no more of an advantage than other members of the body corporate who have a jointly-held interest in maintaining the fabric of the building. The Applicants have had to pay their share of the membrane as have all other owners.

[Kiara \[2014\] QBCCMCmr 60 \(20 February 2014\)](#) it was found an owner must vacate their unit to allow the body corporate to undertake waterproofing to a balcony

[28] I am satisfied that the Body Corporate is authorised to enter and remain on lot 11 while it is reasonably necessary to undertake remedial works to prevent further water penetration issues at the scheme. I am satisfied that it is necessary for lot 11 to be vacant while these works are performed. I have ordered in the terms sought by the Body Corporate.

[Laughlin Heights \[2024\] QBCCMCmr 187 \(21 May 2024\)](#) it was found the body corporate pays for the membrane and the tiles due to the failure of the body corporate to maintain the membrane:

[5] Where the body corporate removes tiles and screed to meet its obligation to restore the condition of a defective membrane, it must replace them afterwards notwithstanding that those elements are within the lot and are generally the lot owner's

responsibility to maintain in good condition. In these circumstances, the removal and replacement of the tiles is part of the work to restore the membrane. It is not being undertaken because the tiles are not in good condition.

[Les Colonnades \[2015\] QBCCMCmr 173 \(9 April 2015\)](#) it was found the body corporate pays for the membrane, and the owner pays for the tiles:

[79] If Mr Cumner does contemplate replacing his tiles on his balconies, my preliminary view would be based on the decision of Amelia Place where it was ordered by an adjudicator that the lot owner pay for the re-tiling of a balcony after the BC repaired its membrane as the tiles were in very poor condition. The evidence supports a finding that the tiles on Mr Cumner's balcony are drummy, loose and cracked tiles and are not in good condition.

[The Dalgety \(Apartments\) \[2020\] QBCCMCmr 118 \(6 March 2020\)](#) it was found the owner of the upper unit was responsible for the damage caused to the lower unit:

[46] The respondent has not provided any evidence to refute the evidence provided by the applicant. Accordingly, I am satisfied on the evidence submitted that there has been a water leak from Lot 504 into Lot 404 that has arisen from a failure to maintain Lot 504 in good condition and has resulted in damage to Lot 404.

[47] Although the application was lodged against the respondent, he is only a co-owner of Lot 504. Both owners of Lot 504 share the responsibility for the maintenance of Lot 504 and the consequences for failing to maintain Lot 504. Accordingly, I consider it is just and equitable in the circumstances that the orders in this matter be directed to the owners of Lot 504 collectively, rather than just the respondent.

[48] In light of my findings, I consider the owners of Lot 504 must be liable for the cost of rectifying the water damage in Lot 404. Given the circumstances, I consider it appropriate to require the owners of Lot 504 to engage the applicant's preferred contractor, DC Constructions (nq), at their own cost, to undertake the requisite repairs to the water damage in Lot 404. I note that the quote indicates that higher costs may occur if there is further unseen damage. If that is the case, the owners of Lot 504 will be liable for the full cost incurred by DC Constructions (nq). Although the respondents will be responsible for entering into the engagement with DC Constructions (nq) and paying for it, the scheduling and oversight of the work in Lot 404 will necessarily rest with the applicant or his agent.

[49] I am also satisfied that the owners of Lot 504 are responsible for ensuring that the Lot 504 bathroom is repaired so that it is in good condition and no longer causes a leak into Lot 504. It will be for the owners of Lot 504 to obtain appropriate advice and quotes to ascertain what work is reasonably necessary to repair the bathroom. I have not set a timeframe on the completion of the repairs to Lot 504 because there is currently limited information as to what work will be necessary. However, the owners of Lot 504 must act promptly. If they delay undertaking repairs to their bathroom, or do not adequately repair their bathroom, such that further water ingress occurs to Lot 404 before or after all necessary repairs to Lot 504 are completed, or before or after the quoted repairs to Lot 404 are completed, the owners of Lot 504 will be liable for the cost of any further repairs to Lot 404.